## Received by NSD/FARA Registration Unit 05/09/2016 8:41:16 AM

OMB No. 1124-0006; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

## Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <a href="http://www.fara.gov">http://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit's webpage: <a href="http://www.fara.gov">http://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov">http://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Investment Diplomacy Group, LLC  3. Name of Foreign Principal Outlook Energy Investments LLC (wholly owned by the Emirate of Abu Dhabi  4. Principal Address of Foreign Principal Al Mamoura Building A, Al Muroor Street P.O. Box 44442 Abu Dhabi, United Arab Emirates  5. Indicate whether your foreign principal is one of the following:  Government of a foreign country 1 Foreign political party Foreign or domestic organization: If either, check one of the following: Partnership Committee Corporation Voluntary group Association Other (specify)  Individual-State nationality  6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Executive Affairs Authority, Emirate of Abu Dhabi b) Name and title of official with whom registrant deals All Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state: a) Principal address  b) Name and title of official with whom registrant deals c) Principal aim	1. Name and A	Address of Registrant		2. Registration No.
Outlook Energy Investments LLC (wholly owned by the Emirate of Abu Dhabi  Al Mamoura Building A, Al Muroor Street P.O. Box 44442 Abu Dhabi, United Arab Emirates  5. Indicate whether your foreign principal is one of the following:  Government of a foreign country 1  Foreign political party  Partnership  Outlook Energy Investment of a foreign government of the following:  Partnership  Outlook One of the following:  Partnership  Outlook One of the following:  Partnership  Outlook One of the following:  Individual-State nationality  6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant Executive Affairs Authority, Emirate of Abu Dhabi  b) Name and title of official with whom registrant deals  Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state:  a) Principal address  b) Name and title of official with whom registrant deals	Investment D			
Government of a foreign country 1   Foreign political party   Foreign or domestic organization: If either, check one of the following:   Partnership	Outlook Ener	gy Investments LLC (wholly owned by the	Al Mamoura Building A, Al Muroor St P.O. Box 44442	
Foreign political party  Foreign or domestic organization: If either, check one of the following:  Partnership  Ocommittee  Ocorporation Other (specify)  Individual-State nationality  6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant Executive Affairs Authority, Emirate of Abu Dhabi  b) Name and title of official with whom registrant deals Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state:  a) Principal address  b) Name and title of official with whom registrant deals	5. Indicate who	ether your foreign principal is one of the follow	ving:	
□ Foreign or domestic organization: If either, check one of the following: □ Partnership □ Committee □ Corporation □ Voluntary group □ Association □ Other (specify) □ Individual-State nationality  6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Executive Affairs Authority, Emirate of Abu Dhabi b) Name and title of official with whom registrant deals Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state: a) Principal address  b) Name and title of official with whom registrant deals	⊠ Gove	ernment of a foreign country 1		•
Partnership	☐ Fore	ign political party		
Corporation Voluntary group Association Other (specify) Individual-State nationality  6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Executive Affairs Authority, Emirate of Abu Dhabi b) Name and title of official with whom registrant deals Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state: a) Principal address  b) Name and title of official with whom registrant deals	☐ Fore	ign or domestic organization: If either, check	one of the following:	•
Association Other (specify) Individual-State nationality  6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant  Executive Affairs Authority, Emirate of Abu Dhabi  b) Name and title of official with whom registrant deals  Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state:  a) Principal address  b) Name and title of official with whom registrant deals		☐ Partnership	Committee	
Individual-State nationality  6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant  Executive Affairs Authority, Emirate of Abu Dhabi  b) Name and title of official with whom registrant deals  Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state:  a) Principal address  b) Name and title of official with whom registrant deals		☐ Corporation [	☐ Voluntary group	)
6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant  Executive Affairs Authority, Emirate of Abu Dhabi  b) Name and title of official with whom registrant deals  Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state:  a) Principal address  b) Name and title of official with whom registrant deals		☐ Association [	Other (specify)	
a) Branch or agency represented by the registrant  Executive Affairs Authority, Emirate of Abu Dhabi  b) Name and title of official with whom registrant deals  Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state:  a) Principal address  b) Name and title of official with whom registrant deals	☐ Indiv	ridual-State nationality		
b) Name and title of official with whom registrant deals Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state: a) Principal address  b) Name and title of official with whom registrant deals				
Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state:  a) Principal address  b) Name and title of official with whom registrant deals	Exe	ecutive Affairs Authority, Emirate of Abu Dha	bi	
Ali Al-Frayhat, General Counsel, Executive Affairs Authority  7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals	h) No	me and title of official with whom registrant d	loolo	
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals	•	_		
a) Principal address b) Name and title of official with whom registrant deals	Ąį	Al-Frayhat, General Counsel, Executive Alian	2 Andiotify	
b) Name and title of official with whom registrant deals				
	a) Pri	ncipal address		•
	es, a singular en geni en		and the second s	*
c) Principal aim	b) Na	ame and title of official with whom registrant o	deals	
	c) Pri	incinal aim		•

<sup>1 &</sup>quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

FORM NSD-3

a) State the nature of the business or activity of this foreign principal.	*	
a) State the nature of the business of activity of this foreign principal.		
	•	
	•	
	•	
b) Is this foreign principal:		
Supervised by a foreign government, foreign political party, or other foreign principal	Υ.	es 🔲 No 🗀
Owned by a foreign government, foreign political party, or other foreign principal	Y	es 🗌 No 🗆
Directed by a foreign government, foreign political party, or other foreign principal	Y	es 🗌 No 🗀
Controlled by a foreign government, foreign political party, or other foreign principal	Y	es 🗌 No 🗀
Financed by a foreign government, foreign political party, or other foreign principal	Y	es 🗌 No 🗀
Subsidized in part by a foreign government, foreign political party, or other foreign princip	al Ye	es 🗆 No 🗀
Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert p	page must be used.)	
	•	
	•	
If the foreign principal is an organization and is not owned or controlled by a foreign government	nt, foreign political	party or oth
foreign principal, state who owns and controls it.		
EXECUTION		

Received by NSD/FARA Registration Unit 05/09/2016 8:41:16 AM

## Received by NSD/FARA Registration Unit 05/09/2016 8:41:11 AM

OMB No. 1124-0004; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

# Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <a href="http://www.fara.gov">http://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov">http://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov">http://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

		<u> </u>	
	lame of Registrant vestment Diplomacy Group, LLC	2. Registration No.	635
3. N	ame of Foreign Principal		
Oi	utlook Energy Investments LLC	en e	
	The state of the s	Check Appropriate Box:	
4. ⊠ 5. □	checked, attach a copy of the contract to this	exhibit. the registrant and the foreign principal. nge of correspondence. If this box is che	The agreement with the above-named cked, attach a copy of all pertinent
6. 🗀	The agreement or understanding between the contract nor an exchange of correspondence the terms and conditions of the oral agreement.	between the parties. If this box is check	ed, give a complete description below of
7. D	escribe fully the nature and method of performs	ance of the above indicated agreement or	r understanding.
TE C	repare an analysis of the UAE-US security partiecommendations for consideration by the UAI poperation. Where recommendations are imported outreach to US counterparts and will provide	E Government to strengthen and deep plemented, IDG will assist in framing sp	en future bilateral security

# Received by NSD/FARA Registration Unit 05/09/2016 8:41:11 AM

	tivities the reg	gistrant engages	in or prop	oses to engage	in on beh	lf of the al	oove foreign pri	ncipal.
Provide analysis an	d support for	proposals and	outreach t	o US governm	ent count	erparts.	•	,
		*						
·								er -
	A the second					•		
	**			* *				·
	•							
,						:	,	
				•		•	֥	
٠.								
•								•
*		r					•	
	4 N					•		
					- 14			
tga e	· ·	* *;				,		
to					1000			
. Will the activities or			orincipal in	clude political	activities a	as defined	in Section 1(o)	of the Act and in
the footnote below?	Yes 🗵	No □			. "			•
					1			. i.d.
If yes, describe all st together with the me					ne relation	s, interests	or policies to b	e influenced
If the UAE governm		· .			hy IDG IDG	: will accie	in developing	ctratam, and
communications m						3 WIII @33131	i iii developiilig	strategy and
Communications	arcinals for ou			, countai per te	•	**		
						* *		
		14. 14.	1 1 2 "					
		\$ -			÷			
, .		* a m			•			
	4.5			12 ' ' 1 '				
		The second						
			-			a ela cara	i de la companya de La companya de la co	
			, î.e.					
			_					
* *				pr	1			
				P				. %
•								
<u> </u>			775/7	CTITION				
· · · · · · · · · · · · · · · · · · ·			EXE	CUTION		:	*	
In accordance with 28 information set forth in	U.S.C. § 1746	o, the undersign	ed swears	or affirms unde	er penalty o	of perjury t	hat he/she has r	ead the
information set forto i	i inis Exmoli i itirety true and	s to the registra	best of his	/her knowledg	e and belie	uinar wicii :f. ⊪	me contents the	reor and that suc
contents are in their en	and the same and	The second secon			,	·	Language of State of the State of State	g neigh paneers after a seg-
contents are in their er		Charles and the second					-/-	
contents are in their en	Name and Ti	tle	→ → 0 = 2 = 0	S19	mature			
contents are in their en	Name and Ti	itle ] )/ (	l p .	Sig	mature	116		<b>.</b>
contents are in their en	Name and Ti	ide V. Scott	l Presid	dent sig			Sidt	-

Received by NSD/FARA Registration Unit 05/09/2016 8:41:11 AM

#### ENGAGEMENT AGREEMENT

THIS ENGAGEMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into this 24th April 2016, by and between Outlook Energy Investments LLC hereinafter referred to as ("Outlook") located at Al Mamoura Building A, Al Muroor Street, PO Box 44442, Abu Dhabi, UAE and the Investment Diplomacy Group (hereinafter referred to as "IDG") having its principal office located as 4185 Leigh Lane, Alta, WY 83414, United States of America. Now therefore the parties agree as follows:

#### Scope of Work

IDG shall prepare an analysis of the UAE-US security partnership in light of recent global, regional and domestic changes and, based upon that analysis, will develop recommendations for consideration by the UAE government of options for strengthening and deepening bilateral future security cooperation. Should the UAE government choose to implement any of the above recommendations, IDG will support Outlook in framing specific proposals for communication to US counterparts, to include drafting communications materials and undertaking more in-depth analysis where required.

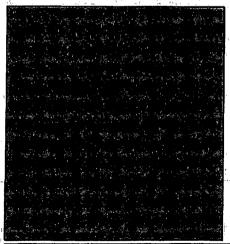
#### Term

IDG shall perform the Services during the period commencing 1<sup>st</sup> May 2016 through 30<sup>th</sup> October, 2016.

#### **Payment**

Outlook shall pay IDG an amount of twenty-five thousand dollars (USD 25,000) per month, including expenses.

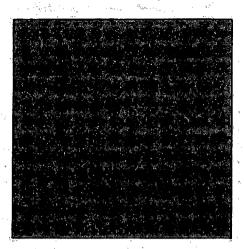
IDG shall invoice Outlook on the 15<sup>th</sup> of each month for the above amount and any reasonable expenses, and Outlook shall pay IDG within thirty (30) days after having received an invoice from IDG. Wire instructions are as follows:



EAA-LRMA-C-Outlook-1657-0



.



## Confidentiality

Confidential Information means any information of confidential nature relating to the operations, business or affairs of Outlook or any of its subsidiaries, related entities or projects which is (i) supplied to IDG, or any other person acting on its behalf, by or on behalf of Outlook or any other related entity in writing, orally or otherwise, including but not limited to documents, knowledge, information technology, data, know-how, metadata, plans, strategies, samples and reports of any kind, and in any medium or format whatsoever (in any document, electronic file or any other way of representing or recording the same and whether marked "confidential" or "private" or not); (ii) obtained by IDG, or any other person acting on IDG's behalf, in writing or orally, through discussions with the management, employees, staff and advisers of Outlook or any related or delegated entity; (iii) acquired by observation by IDG, at the offices of Outlook or any other premises; (iv) any information that is marked "confidential" or "private" or is otherwise designated by Outlook as confidential; (v) any information that IDG considers in its reasonable judgment would cause harm to Outlook or its affiliates should it be disclosed to any outside party and (vi) any reports, analyses, compilations, studies or other documents prepared by IDG or on its behalf which contain or otherwise reflect any information described in (i) to (vi) above;

IDG acknowledges that the Confidential information it receives or has or may have access to is strictly confidential in all respects and is received under a duty of strict confidentiality, at all times, to Outlook, and IDG undertakes with Outlook as follows:

IDG will keep, and use all best, necessary and appropriate efforts to safeguard and keep all Confidential information strictly confidential and in a secure place and will not disclose any Confidential information to any person, whether directly or indirectly other than as permitted under subparagraph (5.2.3). IDG agrees to notify Outlook immediately and in writing of any misuse, unauthorized disclosure or misappropriation of the Confidential information and of all relevant facts related thereto;

IDG will use the Confidential information solely for the purpose of performing the Services under this Agreement, and not for any other purpose;

EAA-LRMA-C-Outlook-1657-0

2



IDG will not, without Outlook's prior written consent, disclose any Confidential Information to any person. Once Outlook's consent is obtained, IDG will provide the Confidential Information on a strict "need-to-know" basis to those who, in each case, need to know the Confidential Information for the purpose of performing the Services under this Agreement and IDG will monitor the use of Confidential Information by such persons and shall enforce their obligations of confidence whether or not requested by Outlook;

IDG will procure and ensure that each person to whom disclosure of Confidential Information is made as permitted under the above paragraph is made aware, in writing and in advance of such disclosure, of the terms of this Agreement and IDG will ensure that each such person is bound to hold all Confidential Information in strict confidence and is bound in writing by the same obligations of non-disclosure as if that person were a party to this Agreement;

IDG will not at any time, without the prior written consent of Outlook:

- (a) take, or permit to be taken, any photographs (or other types of recording as relevant) of Confidential Information provided by or on behalf of Outlook or under this Agreement, or advertise or market that IDG has any relationship with Outlook or any involvement with this Agreement; or
- (b) copy, adapt or otherwise reproduce the Confidential Information except as necessary to fulfil the requirements of this Agreement.

IDG will assume full responsibility for any breach of the terms of this Agreement by IDG, or any person to whom disclosure of Confidential Information is made by IDG or on his behalf unless disclosure was authorised by Outlook as described above;

Upon the termination or expiration of this Agreement, IDG will promptly return all Confidential Information, including reports, studies and analysis, without keeping any copies and hand such Confidential Information over to Outlook, together with all notes (and any copies) prepared by IDG (and by any person to whom disclosure was permitted as described previously in this Agreement relating to any of the Confidential Information concerning or related to this Agreement;

If any Confidential Information is requested or required to be disclosed by:

- (a) any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
- (b) any law or regulation of any country with jurisdiction over IDG's affairs,

the terms of the third and fourth paragraphs of this section shall not apply to such disclosure provided that IDG will, to the extent permitted by such law or regulatory body, promptly notify Outlook in writing and cooperate with Outlook regarding the timing and content of such



disclosure or any action which Outlook may reasonably elect to take to challenge the validity of such requirement and/or limit the extent of the disclosure under such requirement; and

## **Assignment**

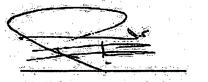
IDG shall not assign this Agreement to any person other than to Mr David V. Scott; nor shall it sub-contract or delegate to any person any of its obligations under it except upon written instructions of Outlook.

## **Applicable Law**

The laws of the United Arab Emirates, as applied in the Emirate of Abu Dhabi, shall apply to this Agreement, and the courts of Abu Dhabi shall have exclusive jurisdiction to hear any dispute to hear any dispute arising therefrom.

#### **Amendment**

The above text constitutes the entirety of the Agreement and may only be amended by mutual consent of the parties and via written instrument.



For Outlook Energy Investments LLC

For Investment Diplomacy Group



